

BOSTON REDEVELOPMENT AUTHORITY

REPORT AND DECISION ON THE APPLICATION OF MARCUS GARVEY ASSOCIATES FOR THE AUTHORIZATION AND APPROVAL OF A PROJECT UNDER MASSACHUSETTS GENERAL LAWS (TER.ED.) CHAPTER 121A AS AMENDED, AND CHAPTER 652 OF THE ACTS OF 1960, TO BE UNDERTAKEN AND CARRIED OUT BY A LIMITED PARTNERSHIP FORMED UNDER M.G.L. CHAPTER 109, AND APPROVAL TO ACT AS AN URBAN REDEVELOPMENT CORPORATION UNDER SAID CHAPTER 121A

A. The Hearing. A public hearing was held at 1:30 p.m. on April 12, 1979, in the offices of the Boston Redevelopment Authority (hereinafter called the "Authority"), at the New City Hall, Room 921, Boston, Massachusetts 02201, by the Authority on an Application, dated March 29, 1979 (hereinafter called the "Application"), filed by Marcus Garvey Associates, for authorization and approval of a redevelopment project under Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter 652 of the Acts of 1960, as amended, (hereinafter called the "Project"), due notice of said hearing having been given previously by publication on April 2, 1979, and April 9, 1979, in the Boston Herald American, a daily newspaper of general circulation published in Boston, and mailing postage prepaid in accordance with Rule 4 of the Rules and Regulations of the Authority for securing approval of Chapter 121A projects, and in accordance with the provisions of Section 13 of Chapter 652 of the Acts of 1960, as amended. Robert L. Farrell, Chairman of the Authority,

James G. Colbert, Joseph J. Walsh, James K. Flaherty and James E. Cofield, Jr., members of the Authority, were present at the hearing.

B. The Project. The Project consists of acquiring two parcels in Roxbury, Massachusetts known as the RAP UP II-A site. The two sites constituting the Project Area are referred to as the John Eliot Square Site and the Garvey House Site. The John Eliot Square Site contains approximately 94,000 square feet and fronts on John Eliot Square, Highland Street, and Norfolk Street. The Garvey House Site contains approximately 9,000 square feet. A second and subsequent phase of the Project consists of the proposed repair and remodeling of the Garvey house. The Garvey House Site is included within the project area for the purpose of effecting necessary zoning deviations on this site as they affect the execution of the subdivision plan for the John Eliot Square site. Roxbury Action Program contemplates the rehabilitation of the site for mixed use including residential, commercial and community use, as the second stage of its larger program to restore historic John Eliot Square.

A full metes and bounds description is contained in the Application. The Project consists of the purchase, construction, operation and maintenance by the Applicant of one hundred and sixty one (161) dwelling units (155 one-bedroom apartments oriented for elderly, and 6 three-bedroom apartments for families) and

appurtenant facilities for low and moderate income families, as well as approximately 2,350 square feet of commercial space. All of the units in the proposed project will receive rental assistance under Section 8 of the U. S. Housing Act of 1937 as amended.

The project will consist of one building which has a four story elevation fronting on John Eliot Square and a seven (7) story elevation at the corner of Highland Street and John Eliot Square. All of the units will be equipped with window air conditioning units, carpeting, and the newest kitchen equipment. Other tenant amenities include two laundry rooms, a meeting room lounge with kitchen facilities, attractive furnished lobby lounges, a green house and a public top floor terrace above the fourth floor of the structure.

C. Authority Action. In passing upon the Application, the Authority has considered the Application itself, all documents, plans and exhibits filed therewith or referred to therein, the oral evidence presented at the hearing, the exhibits offered in evidence at the hearing, arguments and statements made at the hearing, and additional statements submitted subsequent to the hearing. A "Plan for the Settlement of Tax Arrearages" submitted subsequent to the hearing shall become part of the Application and

adherence to it is a condition of board approval. In order to monitor the progress of RAP efforts to develop and/or dispose of properties to settle the tax arrearages, and in an effort to facilitate a direct working relationship between RAP and the City, a quarterly report will be filed by RAP with the Authority and subsequent meeting will be held with RAP and the appropriate BRA and City staff, to review progress and issues that need to be resolved in implementing the Development/Tax Arrearage Plan as outlined in this document.

The Project, as defined in the Application constitutes a Project within the meaning of Section 1 of Chapter 121A of the General Laws, providing as it does, for the purchase, construction, operation and maintenance is a blighted, open, decadent or substandard area of a decent, safe and sanitary residential building, appurtenant facilities and commercial space.

D. Project Area. The Project Area is located in what is defined in the City's Master Plan as the Roxbury District of Boston and in the opinion of the Applicant is presently a blighted open and decadent area as defined in Chapter 121A, detrimental to the safety, health, morals, welfare and sound growth of the community containing only the remains of former structures fronting on the Square. The remaining area of the site is covered by vegetation and rubble. The Garvey House Site contains a former

community center, now vacant, obsolete, deteriorated and in need of repair and remodeling. The Project Area and its environs have been deeply affected by changes in business and economic conditions in the area. The John Eliot Square frontage was once a thriving neighborhood commercial center, containing a chain supermarket, drug store, tire shop, and other sound retail and service businesses. The area has been the subject of a general physical and economic decline, and is in need of revitalization through new construction and rehabilitation. The Project Area's existence as an ill-maintained site has created a potential breeding ground for delinquency and crime which is a further detriment to the morals and welfare of the community.

It is improbable that the conditions causing the present blight and deterioration could be corrected by the ordinary operation of private enterprise and without the aids available under G.L. Chapter 121A as is evidenced by the requirement of the mortgage lender in Appendix 5 to the Application, that the real estate taxes be limited to contain percentages of the project's estimated gross annual income, which percentage levels can only be lawfully agreed to by the City of Boston under G.L. Chapter 121A and Chapter 6A. The conditions and other factors referred to in the Application and this Report and Decision warrant the carrying out of the Project in accordance with Chapter 121A and the proposal constitutes a "project" within the meaning of that statute.

For these reasons it is found that the Project Area is a blighted, open, decadent and substandard area within the meaning of Chapter 121A as amended. It is unlikely that the conditions will be remedied by the ordinary operations of private or public enterprise.

The Project will provide substantial financial return to the City of Boston. Appendix 6 of the Application sets forth the Agreement to be entered into between the City of Boston and the Applicants. This Agreement provides in substance that there be paid to the City of Boston in lieu of real estate taxes in each of the forty (40) calendar years after approval of the Project, an amount over the excise payable under General Laws, Chapter 121A, section 10. During construction, the owner will pay \$20,000. After completion, ten percent (10%) accelerating to twelve percent (12%) in the third year, and one percent (1%) every third year to a maximum of fifteen percent (15%), further detailed in the 6A tax contract.

E. Cost of the Project. In the opinion of the Authority, the cost of the Project has been realistically estimated in the Application and the Project is practicable. The estimated cost of construction is approximately Six Million One Hundred Eighty-Four Thousand, Six Hundred-Fifty (\$6,184,650.00) Dollars. The Applicant has received a conditional commitment from MHFA for construction and permanent financing as described in the Application, Appendix V. The

mortgage financing shall be in an amount adequate to supply 90% of the total replacement cost.

It is contemplated that a limited partnership, of which the Applicant will be a general partner, will be formed and that approximately 98% of the interest in the partnership will be syndicated to persons who will be admitted as limited partners. The General Partner of the 121A Entity will contribute development services and land area to the Project valued by MHFA at \$760,637.

The Project will be assisted by rental assistance under Section 8 of the U.S. Housing Act of 1937, as amended, for 100% of the units. Under the Section 8 Program, HUD pays that amount of the fair market rent for an apartment that exceeds 25% of the tenant's income.

The Project will be undertaken by a limited partnership, Marcus Garvey Associates. The Application contains the Corporate Articles of Organization, illustrating the corporate purposes and structure. Experience with similar financing and organizational methods persuades the Authority that the financial program is realistic.

The following are all the persons, natural or corporate, who have or will have, directly or indirectly, any beneficial interest in the Project prior to its completion:

Marcus Garvey Associates

General Partners: Macomber Development Corporation

George Macomber

Robert H. Kuehn, Jr.

Limited Partner: Roxbury Action Program, Inc.

Massachusetts Housing Finance Agency

United States Department of Housing and Urban Development

F. Consistency with Master Plan. The Project does not conflict with the Master Plan for the City of Boston

G. Effect of the Project. The Project will not be in any way detrimental to the best interests of the public or the City or to the public safety or convenience or be inconsistent with the most suitable development of the City. The Project will, in fact, forward the best interests of the City and will constitute a public use and benefit. The structure to be constructed under the Project has been reviewed by the Design Review Staff of the Authority and is subject to further design review should the proposed design change in any way. The Authority finds that this Project will enhance the general appearance of the Area and furnish attractive and necessary landscaping.

The carrying out of the Project will not involve the destruction of any existing structures as the remaining buildings on the site will become part of the project. The Project does not involve the relocation of any persons from their apartments.

The Project Area does not include land within any location approved by the State Department of Public Works for the extension of the Massachusetts Turnpike into the City of Boston.

H. Environmental Considerations. Pursuant to the provisions of Section 61 of Chapter 30 of the General Laws (as inserted by Chapter 781 of the Acts of 1972), the Authority hereby finds and determines that the Project will not result in significant damage to or impairment of the environment and further finds and determines that all practicable and feasible means and measures have been taken, or will be utilized, to avoid or minimize damage to the environment.

As a result of the investigations and report of the Authority's staff and of its own knowledge, the Authority hereby finds that.

1. The Project will not adversely affect any open space or recreation area or any aesthetic values in the surrounding area.
2. The Project will not adversely affect any archaeological or historical site, structure, or feature
3. The Project will not adversely affect any significant natural or man-made feature or place but is determined to be compatible with the surrounding environment.
4. Being located in an urban area, the Project will not affect any wilderness area or area of significant vegetation and will not adversely affect any rare or endangered fisheries, wildlife or species of plants.
5. The Project will not alter or adversely affect any flood hazard area, inland or coastal wetland, or any other geologically unstable area.
6. The Project will not involve the use, storage, release, or disposal of any potentially hazardous substances.
7. The Project will not affect the potential use or extraction of any agricultural, mineral, or energy resources.
8. The Project will not result in any significant increase in consumption of energy or generation of solid waste.
9. The Project will not adversely affect the quantity or quality of any water resources and will not involve any dredging.
10. Except necessarily during the construction phase, the Project will not result in the generation of a significant amount of noise, dust, or other pollutants, and will not adversely affect any sensitive receptors.
11. The Project will not adversely affect any area of important scenic value.

12. The Project will not conflict with any Federal, State, or local land use, transportation, open space, recreation, and environmental plans and policies.
13. The Project will require deviations from the Zoning Code of the City of Boston as further detailed herein, but not in such a manner as will cause damage to the environment.

In order to avoid or minimize any damage to the environment, the Authority hereby requires that the applicant comply with the City of Boston Air Pollution Control Commission's Regulation for the Control of Noise and Regulations for the Control of Atmospheric Pollution during all phases of construction activity.

I. Minimum Standards. The minimum standards for financing, construction, maintenance and improvement of the Project as set forth in the Application, are hereby adopted and imposed as Rules and Regulations (in addition to those hereinafter adopted and imposed) applicable to this Project for the same period as the Project is subject to the provisions of Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, as amended.

In addition to the minimum standards set forth in the Application the Authority hereby requires that the Applicants, prior to obtaining a building permit, (1) enter into a Regulatory Agreement with the Authority pursuant to the requirements of General Laws, Chapter 121A, Section 18C and containing such other terms and conditions as the Authority may in its discretion deem necessary and appropriate; (2) submit to the Authority for its review and approval such plans

and specifications for the Project as the Authority may require and accept such changes and modifications thereto as the Authority may deem necessary or appropriate; and (3) adhere to such design review controls and requirements as the Authority may in its discretion impose.

The carrying out of the Project will not require a permit for the erection, maintenance and use of a garage within 500 feet of one or more buildings occupied in whole or in part as a public or private school having more than 50 pupils, or as a public or private hospital having more than 25 beds, or as a church.

The Project does not require a declaration that the buildings contemplated constitute a separate building for the purpose of General Laws, Chapter 138.

J. Zoning and Building Code Deviations. Appendix Item #10 filed with and attached to the Application lists the zoning and building deviations. For the reasons set forth in the Application and the evidence presented at the hearing, the Authority hereby finds that the attached zoning deviations, attached hereto and incorporated by reference as Exhibit A, are necessary for the carrying out of the total project and therefore granted without substantially derogating from the intent and purposes of the applicable laws, codes, ordinances and regulations, respectively.

K. Duration of Period of Tax Exemption. In addition to the base term of fifteen (15) calendar years for the Project's period of tax exemption, pursuant to the provisions of section 10 of Chapter

121A, as amended by Chapter 827 of the Acts of 1975, the Authority hereby determines that the Project shall be entitled an extension of twenty-five (25) years beyond the base period. This determination is based upon the fact that the Applicant's Project is financed and subsidized under Federal programs to assist the construction of low-income housing.

L. Decision. For all of the reasons set forth in the foregoing report, the Authority hereby approves the undertakings by the Applicant of the Project pursuant to Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960.

APPENDIX X

REQUESTED PERMISSION TO DEVIATE FROM BOSTON ZONING CODE

The Applicant requests permission to deviate from certain requirements of the Boston Zoning Code, as follows:

I. John Eliot Square Site

Article 8 Permission to deviate from certain use restrictions in a H-1 district set forth in sub-sections 34, 37, 39, 41, 43, 58 and 71 of Section 8-7. The H-1 district includes only a part of the John Eliot Square frontage, most of which is in an L-1 district. The uses requested are not inconsistent with existing uses and with uses permitted on the remainder of the frontage in the L-1 district. Uses for which permission is sought include neighborhood retail stores, restaurants, professional offices, banks, barber shops and other personal service establishments, parking and ancillary uses.

Article 14 Permission to deviate from lot area requirement (14-1 plus 14-2). Code requires 168,500 square feet. The site contains approximately 94,000 square feet. Proposed lot coverage is not inconsistent with present coverage of adjacent and nearby blocks. Construction of a subsidized residential project of the type proposed would not be feasible if the lot area requirements were applied.

Article 15 Permission to deviate from the provision limiting the floor area ratio (FAR) to 1.0 on the site. The proposed FAR would be approximately 1.57. The additional floor area is necessary if this subsidized residential project is to be feasible.

Article 16 Permission to deviate from height limitation in the L-1 zone only. The code provides for a maximum height of 3 stories or 35 feet. The proposed Project would

have a maximum height of 7 stories or 65 feet. Such a height is necessary for a project of this type if it is to be feasible.

Article 17 Permission to deviate from usable open space requirements. The Code requires 64,600 square feet of usable open space on the site. The Plans provide for 39,029 square feet. However, the following open spaces and recreational areas are or will be located nearby: Timilty Junior High School, across John Eliot Square from the Project (containing two proposed parks now under contract with the Authority, providing both active and passive outdoor recreational facilities); Campus High School, within 5 minutes walk (providing a full range of interior and exterior recreational facilities); the new Roxbury YMCA, the Washington Park Recreational Center, and the Roxbury Boys Club, all within 15 minutes walk of Project (containing swimming, basketball, hockey, and other facilities); and the Connelly Playground, 10 minutes southwest of the Project (containing a number of outdoor ball fields).

Articles 18, 19, 20 Permission to deviate from front, side and rear lot requirements. Front yard requirements (20 foot setback) apply along the three street lines. The building shown in the plans has only a 15 foot setback along the Highland Street frontages, and automobiles would be parked as close as 10 feet from part of the Norfolk Street frontage. The site also has a 25 foot yard along part of its northwest boundary, whereas a 30 foot rear yard is required by Article 19 of the Code.

Article 21 Permission to deviate from parapet setback requirement. The Code requires a setback of 36.5 feet on the Highland Street frontage, whereas the proposed building would be set back 15 feet along that frontage.

Article 23 Permission to deviate from off-street parking requirement. The Code requires 145 spaces for the John Eliot Square Site and Norfolk Street Site together. The proposed Project contains 55 spaces, all on the John Eliot Square Site. Studies made by the Authority have indicated that tenants in subsidized housing projects such as this actually use and require fewer parking spaces than HUD and the Zoning Code generally demand. Also, additional parking for the John Eliot

Square neighborhood is proposed on the Timilty Junior High School Site, across the Square from the Project. For these reasons, it is not expected that the proposed deviation would create hardships for the tenants of the Project, or would materially increase on-street parking in the area.

II . Garvey House Site¹

Article 15 Permission to deviate from floor area ratio (FAR) requirements. The maximum permitted FAR is 1.0. Use of part of the site for the housing and appurtenant facilities on the John Eliot Square Site would result in a FAR of 2.9 on the Garvey House Site, given the floor area of the existing building.

Articles
18,19,20 Permission to deviate from minimum front, side and rear yard requirements. The code requires yards of 25 feet, 12.7 feet, and 30 feet, respectively. The existing front yard is 1.6 feet. Side and rear yards would be 10 feet and 15 feet, respectively, if the rear portion of the Site were included in Phase I of the Project.

Article 21 Permission to deviate from parapet setback requirement. The Code requires a minimum setback of 23 feet. As noted above, the existing building is set back 1.6 feet.

Article 23 Permission to deviate from off-street parking requirements. Assuming institutional use, the code requires 39 spaces. None are provided on the reduced Garvey House site. As noted above, additional parking for the John Elliot Square neighborhood is proposed on the Timilty Junior High site, across the Square from the Garvey House Site.

¹Some of the violations listed herein are caused by the fact that the majority of the present rear yard of Garvey House would be used for the housing and appurtenant facilities to be constructed as Phase I of the Project.

Because the Garvey House Site constitutes Phase II of the Project, and plans and specifications for this phase have not as yet been submitted to the Authority for review, the Authority neither approves or disapproves the above requests for deviation as they apply to the Garvey House Site. However, it is the intention of the Authority that Phase I of the Project should not be hindered or delayed by the fact that the Authority does not approve Phase II requests for deviations at this time. Therefore, if and to the extent that the above deviations with respect to Phase II are required for the execution of Phase I, they are hereby approved for this limited purpose only. This limited approval is not to be construed as an approval of such deviations for the purpose of the development of Phase II, which approval shall be considered only after submission and review of Phase II plans, specification, and other materials.

THE FIRST NATIONAL BANK OF BOSTON
INTERNATIONAL BANKING
POST OFFICE BOX 1784
BOSTON, MASSACHUSETTS 02105 U.S.A.

50000

LETTER OF CREDIT NO., S-15766
Lawyers Title Insurance Corporation
One Court Street
Boston, Mass.

DATE May 2, 1979

Gentlemen:

We hereby open our IRREVOCABLE LETTER of CREDIT in your favor available by your drafts drawn on Ourselves.

at sight for any sum or sums not exceeding in total
Fifty Thousand U.S. Dollars.

for account of Marcus Garvey Associates, Boston, Mass.

Drafts must be accompanied by:

A Signed statement(s) of any officer of Lawyers Title Insurance Corporation stating that the drawing is made for the purpose of making payment to the City of Boston of all amounts of outstanding real estate taxes assessed up to and including January 1, 1978 and payable with respect to the real estate located in the City of Boston and numbered 24-42 John Eliot Square and ES Highland Avenue.

It is a condition of this credit that each draft presented hereunder shall be accompanied by the original of this Letter of Credit which shall, after each drawing, be returned to you.

Partial draws under this credit are permitted. The amount of the credit available under this letter will be reduced pro tanto by each partial draw.

Each draft must bear upon its face the clause "Drawn under Letter of Credit No. S-15766
dated May 2, 1979 of THE FIRST NATIONAL BANK OF BOSTON, Boston, Mass."

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits (1974 Revision), International Chamber of Commerce Publication No. 290".

We hereby agree with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the above mentioned drawee bank on or before December 1, 1979.

Very truly yours

AUTHORIZED OFFICIAL

ESCROW AGREEMENT

THIS AGREEMENT entered into this 2nd day of May, 1979, by and between Robert H. Kuehn, Jr., Macomber Development Corporation and George Macomber, as General Partners of Marcus Garvey Associates, a Massachusetts Limited Partnership to be formed ("Owner") and Lawyers Title Insurance Corporation ("Lawyers").

WHEREAS, Lawyers will provide for the benefit of Owner's mortgagee's title insurance policy under a certain title policy No. _____ ("The Title Policy") in connection with a certain mortgage financing by Owner of real estate in Boston, Suffolk County, Massachusetts, to be owned by Owner and to be described on Schedule A of the Title Policy ("Real Estate"); and

WHEREAS, Owner has further requested that such title insurance include affirmative insurance for real estate taxes assessed against the Real Estate which are due, but unpaid; and

WHEREAS, Owner has further requested that such title insurance include affirmative insurance for water and sewer liens chargeable against the Real Estate which are due, but unpaid; and

WHEREAS, Owner has agreed to deposit in escrow with Lawyers a letter of credit in an amount sufficient to pay all real estate taxes, water and sewer liens with regard to the Real

Estate which are presently due, but unpaid, in the event that such taxes are not otherwise paid or satisfied and the parties desire to set forth the terms of such escrow.

NOW, THEREFORE, for valuable consideration, each paid to the other, the parties hereto agrees as follows:

1) Simultaneously with the execution and delivery hereof, Owner has delivered to Lawyers a letter of credit drawn on the First National Bank of Boston in the amount of Fifty Thousand Dollars (\$50,000.00) (which letter and any increment thereto or deduction therefrom shall hereafter be called "Escrow") to be held by Lawyers, to be used, in part or in whole, by Lawyers to satisfy the aforesaid water, sewer and real estate tax liens and to cause existing or any future tax title takings in connection therewith, or court proceedings to enforce the same, to be duly released and/or discontinued and/or dismissed, if, in Lawyers' sole opinion, the lien of the mortgage cannot otherwise be safeguarded and preserved. The Escrow shall continue for a period of six months from the date hereof. If payments have been made or the obligation to pay the aforesaid real estate tax liens has been reduced by abatement or otherwise, and evidence satisfactory to Lawyers has been accepted by Lawyers, Lawyers will allow the substitution of a new letter of credit reduced by the amount of such payments, abatements or other evidence of reduced liability.

2) In the event that the amount of unpaid water, sewer and real estate taxes exceeds \$50,000.00, Lawyers will be provided with an additional letter of credit or an equivalent security acceptable to Lawyers to cover the additional tax obligations, if any, prior to the issuance of the title policy.

3) At the time that Lawyers receives from Owner municipal lien certificates (or such other evidence reasonable satisfactory to Lawyers) indicating no real estate taxes or sewer or water liens are due and payable with respect to the premises to be set forth on Schedule A to the Title Policy up to and including all such taxes assessed as of January 1, 1978, Lawyers shall return the entire amount then in escrow to Owner.

4) In the event that such evidence of no real estate taxes, sewer and water liens due referred to in paragraph 3 hereof has not been provided to Lawyers on or before November 1, 1979, then upon five (5) days prior written notice to the Owner, Lawyers shall have the right to release funds from escrow or drawn on any letter of credit held hereunder to the extent necessary to fully pay all of such outstanding real estate taxes together with outstanding sewer and water liens and interest charges assessed by the City assessed up to and including January 1, 1978.

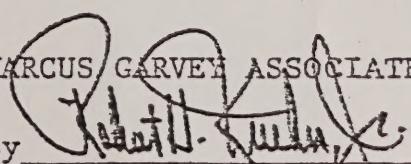
5) In the event that tax takings already recorded and registered affecting the premises or further tax takings are recorded or registered with Suffolk Registry of Deeds, and the City of Boston shall commence proceedings to foreclose any of

the tax titles acquired pursuant to said recorded instruments, then Lawyers shall have the right to release from escrow and pay to the City of Boston such funds as shall be required to release and redeem the premises subject to such foreclosure from the tax lien being foreclosed including payment of water and sewer liens and all interest. Lawyers will be provided with adequate notice by owner or mortgagee of any action taken by the City of Boston to foreclose any of the tax titles hereinbefore mentioned.

6) Owner agrees to pay to Lawyers any deficiency in the event the deposit is not sufficient to pay or to dispose of the outstanding municipal encumbrances.

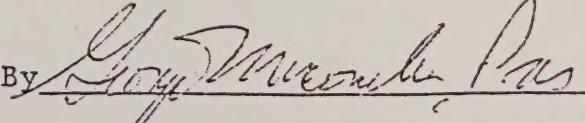
7) In the event that Lawyers has not issued the Title Policy, referred to herein, on or before July 1, 1979, then the obligations of the parties shall cease, the Agreement shall terminate and the letter of credit shall be returned to the Owner.

This Agreement executed under seal on the day and year first above written

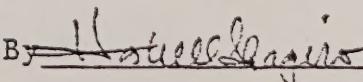
MARCUS GARVEY ASSOCIATES
By 
Robert H. Keuhn, Jr.

George Macomber
George Macomber

MACOMBER DEVELOPMENT CORPORATION

By 
George Macomber, Jr.

LAWYERS TITLE INSURANCE COMPANY

By 
Robert H. Keuhn, Jr.

MEMORANDUM

May 3, 1979

TO: BOSTON REDEVELOPMENT AUTHORITY
FROM: ROBERT J. RYAN, DIRECTOR
SUBJECT: REPORT AND DECISION ON THE 121A APPLICATION
OF MARCUS GARVEY ASSOCIATES

On April 12, 1979, the Authority conducted a public hearing to consider a 121A application submitted by Marcus Garvey Associates. At that hearing, after considering a presentation made by the Applicants, it was requested that certain additional information with respect to outstanding tax liabilities on land within the proposed project area, as well as taxes owed on all other parcels owned by Roxbury Action Program, Inc., be submitted to the Authority.

The following documents have been submitted to the Members of the Authority pursuant to their request:

1. A Letter of Credit for \$50,000 as security for payment of the final tax liability, for parcels within the project area, determined at the conclusion of ongoing abatement proceedings under M.G.L. Chapter 58, Section 8.
2. A plan, for the payment of real estate tax arrearages on other RAP-owned property, which stipulates that Roxbury Action Program, Inc. agrees to:
 - a. pay to the City of Boston approximately \$70,000 owed by RAP with respect to the RAP-UP I project; \$55,000 to be paid at the closing of the MHFA refinancing of this project; the remaining \$15,000 to be paid in monthly installments out of operating revenues of the project.
 - b. the settlement of taxes as abated on the Marcus Garvey House (\$30,781 in arrears) will be made in conjunction with mortgage closing of project or from proceeds of sale of the Garvey House if rehabilitation does not proceed before April 30, 1980.
 - c. payment of approximately \$50,566 in outstanding real estate taxes with respect to land on which the RAP-UP III project is to be constructed; said taxes to be paid coincident with the mortgage closing for the RAP-UP III project or from sales proceeds if a commitment for project financing is not obtained by September 30, 1980.

d. the disposition of diverse parcels owned by RAP and the application of the proceeds from sales to payment of \$79,233 of tax arrearages owed to the City of Boston with respect to these properties.

e. make payments on any outstanding taxes, still owed by RAP, out of funds remaining of money in the amount of \$130,000 which is to be escrowed for the payment of construction cost overruns or operating deficits incurred in the first four years following initial rent-up of Marcus Garvey Gardens.

The Staff has examined the Application and found that it contained sufficient evidence in support of the Project to permit the Authority to make those findings and determinations necessary to proceed with the approval of the Project.

It is therefore recommended that pursuant to Chapter 121A of the General Laws, the Authority adopt the Report and Decision approving the Project.

An appropriate vote follows:

VOTED: That the document presented at this meeting entitled, "Report and Decision on the Application of Marcus Garvey Associates for the Authorization and Approval of a Project under Massachusetts General Laws (Ter. Ed.) Chapter 121A as amended and Chapter 652 of the Acts of 1960, to be undertaken and carried out by a Limited Partnership formed under M.G.L. Chapter 109 and Approval to Act as an Urban Redevelopment Limited Partnership Under Said Chapter 121A", be and hereby is approved and adopted.